The principal case is deserving of attention because of its careful exposition of the distinct applications of the last clear chance doctrine. The rule announced by the Indiana court:—that the question of actual knowledge by the defendant of the plaintiff's danger is vital only when the plaintiff's negligence is concurrent with the defendant's, and coincident with the injury; and that such knowledge is then the fundamental issue,—is not universal, although reasonable. See 10 MICH. L. REV. 245 and authorities there cited. The complex opinions of many courts on the last clear chance theory tend to make hopeless confusion in a part of the law not intrinsically difficult.

PROXIMATE CAUSE—LOSS BY FIRE.—Defendant's train of cars was standing across a public highway. This was a misdemeanor by statute. Fire engines called to put out a fire in plaintiff's green-house were prevented from promptly reaching the burning property because blocked by the train. Immediate action probably would have extinguished the fire with slight loss. The greenhouse was destroyed. *Held,* the complaint showed negligence that was the proximate cause of the plaintiff's damage. *Cleveland, C., C. & St. L. Ry. Co.* v. *Tauer* (Ind. 1911), 96 N. E. 758.

It is almost axiomatic that issues of proximate cause cannot be determined by any absolute rule. See 8 MICH. L. REV. 488. To impose liability it is unnecessary that the defendant could have foreseen that the particular injury would be the result of his negligence. *Houren* v. *Chicago, M. & St. P. Ry. Co.,* 236 Ill. 620, 86 N. E. 611, 20 L. R. A. (N. S.) 1110, 127 Am. St. Rep. 309. The opinion in the principal case is in accord with the best reasoned decisions involving similar situations. *Little Rock Traction Co.* v. *McCaskill* (1905), 75 Ark. 133, 86 S. W. 997, 70 L. R. A. 680, 112 Am. St. Rep. 48; *Crissey & Fowler Lumber Co.* v. *Denver & R. G. R. Co.,* 17 Colo. App. 275, 68 Pac. 670; see note 12 L. R. A. (N. S.) 382. Although numerous cases can be distinguished by diverseness of facts, the reasoning of the Indiana court is often opposed. *Byrd* v. *English,* 117 Ga. 191, 64 L. R. A. 94. Some courts have deemed crucial the uncertainty and speculativeness of fire-fighting. *Lebanon etc. Tel. Co.* v. *Lanham Lumber Co.,* 131 Ky. 718, 115 S. W. 824, 21 L. R. A. (N. S.) 115; others have discriminated between active and passive causes, *Louisville & N. R. Co.* v. *Scruggs,* 161 Ala. 97, 49 South. 399; but remoteness of the original cause generally denotes the apparent reason for this line of decisions. *Bosch* v. *Burlington & M. R. R. Co.,* 44 Ia. 402, 24 Am. Rep. 754; *Hazel* v. *City of Owensboro,* 30 Ky. L. Rep. 627, 99 S. W. 315, 9 L. R. A. (N. S.) 235. Despite the absence of a statute in *Louisville & N. R. Co.* v. *Scruggs, supra,* where the facts are almost identical with those in the principal case, the decisions are clearly irreconcilable. Wilful, open, and gross negligence may be more actionable than the failure to perform a statutory duty.

SALES—ACCEPTANCE BY BUYER—MORTGAGE.—Action by assignee of vendee company to recover money paid by latter on the purchase price of a printing machine. Under the contract of sale, vendee company had a right to reject the machine, and recover the money paid, if it proved unsatisfactory after a test. After the machine was delivered to the vendee company, but before the test had been completed, the company mortgaged the machine to the